

Lake County PASSAGE; Use of remaining FFY '03 Funding in Phase 2:
IDOT Agreement

Accounts Payable (2)
Transportation (3) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D., 2007 SESSION
MARCH 11, A.D. 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement for the use of \$479,732.93 of FFY '03 Federal Highway Funds between the State of Illinois and Lake County for a portion of the Lake County PASSAGE ITS Program-Phase 2.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
<u>Anna O'Kelly</u> Chair	✓	_____	<u>Anna O'Kelly</u> Chair	X	_____
<u>Frank S.</u> Vice-Chair	✓	_____	<u>Frank S.</u> Vice-Chair	X	_____
<u>Ann B. Maize</u>	✓	_____	<u>Ann B. Maize</u>	_____	_____
<u>Terese Douglas</u>	✓	_____	<u>Terese Douglas</u>	X	_____
<u>Spencer L. Brannen</u>	✓	_____	<u>Spencer L. Brannen</u>	_____	_____
<u>Donna Clark</u>	✓	_____	<u>Donna Clark</u>	✓	_____
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Lake County PASSAGE is the cooperative initiative of IDOT and Lake County to implement Intelligent Transportation System (*ITS*) in Lake County; and

WHEREAS, Lake County PASSAGE is being funded by several years' worth of earmarked federal highway funds that will reimburse a portion of county expenditures; and

WHEREAS, Federal Fiscal Year 2003 (*FFY'03*) earmarked funding was \$1,663,884.00 to be utilized for Systems Integrated Activities, the installation of additional Highway Advisory Radio (*HAR*) towers, the purchase of Dynamic Message Signs (*DMS*), the design and construction of additional fiber optic cable and the addition of signals and video cameras to the network; and

WHEREAS, there remains \$479,732.93 of *FFY'03* funding that may be carried forward and applied to *FFY'05* projects; and

WHEREAS, the State of Illinois, and Lake County are desirous of entering into an agreement to utilize remaining *FFY '03* federal funding for Phase 2 Design and Construction elements for the Lake County PASSAGE Program, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are directed to execute an agreement pertaining to the financing of the above-named improvement. The County Engineer shall transmit in writing, the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT FURTHER RESOLVED that these agreements be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further board action providing the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

BE IT FURTHER RESOLVED that this agreement when executed in its final form be submitted to the Illinois Department of Transportation for their approval and final processing.

Dated at Waukegan, Illinois
This 11th day of March 2008



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name Lake County			
Address 18 North County Street			
City, State, Zip Waukegan, Illinois 60085			
Remittance Address (if different from above) Lake County Treasurer, 600 Winchester Road			
City, State, Zip Libertyville, Illinois 60048			
Telephone Number (847) 362-3950		Fax Number (847) 362-5290	
		FEIN/TIN 36-6006600	
Brief Description of Service (full description specified in Part 5) This agreement will fund Phase II design and construction elements for the Lake County Passage program.			
Compensation Method (full details specified in Part 6) Flat Rate	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: Execution
Total Compensation Amount \$479,732.93	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: December 31, 2010

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)

Richard J. Smith, Director, Planning and Programming

Ann L. Schneider, Director of Finance & Administration

Milton R. Sees, P.E., Secretary of Transportation

Date

DRAFT

INTERGOVERNMENTAL AGREEMENT

FOR

LAKE COUNTY PASSAGE PHASE II DESIGN AND CONSTRUCTION

This Agreement is by and between

Lake County

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

c/o Lake County Division of Transportation


600 Winchester Road

Libertyville, Illinois 60048


Contact Person: Anthony Khawaja

Email Address: ankhawaja@co.lake.il.us

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.



Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification



PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to 12/31/2010.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

PART 3
FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GOVERNMENTAL BODY's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

F. Debarment. GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

H. Drug Free Workplace. The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Part 3, paragraphs A through N apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

PART 4
SPECIFIC PROVISIONS

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation
ITS Program Office
ATTN: Charles Sikaras
201 West Center Court
Schaumburg, Illinois 60196**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F. Software. All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both DEPARTMENT and GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both DEPARTMENT and GOVERNMENTAL BODY.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem will not be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 5

SCOPE OF SERVICE/RESPONSIBILITIES

Under this Agreement, the GOVERNMENTAL BODY will expand the capabilities of the Lake County Passage system to include a wider geographic area. These expansions will more than double the total number of field devices that can be controlled and managed through the system. The funds provided under this Agreement will finance portions of the following specific tasks:

1. Upgrade the Advanced Traffic Management System (ATMS) to improve the Traffic Management Center (TMC) operations and communications that will include the following:
 - Autoscope data integration
 - Email notifications to the public
 - New Computer Aided Dispatch (CAD) interface to local dispatch center
 - Modifications to Emergence Telephone Safety Board (ETSB) CAD interface based on future changes to the CAD system
 - Enhanced video distribution and security
 - Video snapshots to the web
 - Streaming video to the web (internal and/or external)
 - Integration of probe data from the Gary-Chicago-Milwaukee (GCM) Gateway Traveler Information System
 - Web based city interface that allows cities in the county to access the system over the internet.
 - Other signal system related enhancements
 - Automated Vehicle Location (AVL) integration
 - Integration with other municipalities
 - Investigate wireless options for western Lake County
 - Integrate Highway Advisory Radio (HAR) beacon control
 - Integrate new encoder / decoder
2. Support the installation of new field communications infrastructure and upgrades to existing infrastructure. The new communications infrastructure will fill in the gaps and connect existing fiber networks into a redundant mesh network that shares fiber between the GOVERNMENTAL BODY, DEPARTMENT and the Illinois State Toll Highway Authority (ISTHA). This will include:
 - Approximately 88,000 feet (16 2/3 miles) of new fiber optic interconnect
 - Approximately 67,000 feet (12.7 miles) of new 2" conduit in the ground
3. The new field infrastructure will include the expansion of the Gigabit Ethernet mesh network by adding additional Ethernet switches in the field. This will include:
 - 63 new Layer II Ethernet switches
 - Eight (8) new communication cabinet installations
4. The new infrastructure will add about 200 signalized intersections and 70 new Closed Circuit Television (CCTV) cameras to the Passage system.
5. In addition to communications upgrades, existing field controllers will be upgraded as needed to support the new system functionality.

6. A minimum of three and a maximum of five, new Dynamic Message Signs (DMS) will be procured and integrated into the Passage system.
7. Two additional HAR towers will be installed and integrated to provide more extensive coverage.
8. The central signal control system will be upgraded to allow GOVERNMENTAL BODY traffic engineers to manage the GOVERNMENTAL BODY signals more efficiently and support coordination between agencies.
9. Minor improvements will be made to the recently upgraded Capacity Analysis Records System based on lessons learned through the initial deployment.

The Governmental Body shall allow the Department to have access to the traffic images that will be generated from the additional 70 closed circuit television cameras to be installed by the Governmental Body. In addition, the Department's District 1 staff will have access to view the traffic signals that are connected to the Lake County Passage system in accordance with existing agreements between the Department's District 1 and the Governmental Body.

PART 6 COMPENSATION FOR SERVICES

Federal Fund(s)		
ITS Deployment Program	\$479,732.93	50%
Local Match Provided Through Governmental Body	\$479,732.93	50%
GRAND TOTAL	\$959,465.86	

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: \$ 479,732.93

Federal Project Number: ITS-0317(106)

CFDA Number* 20.205

Federal Agency Federal Highway Administration

Program Title ITS Deployment Program

Description: Phase II design and construction elements for the Lake county Passage Program.

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH THE DEPARTMENT REIMBURSES COSTS FOR THIS PROJECT TO ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by Federal law to obtain and review the single audit of all entities that had any Federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending Federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the Department on an annual basis for every year in which you receive reimbursement from the Department for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the Department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end. **This is an annual requirement for every year in which you receive payments to reimburse costs for this project.**
2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expend payments from the Department for reimbursement of project costs and were not required to conduct a single audit, you must complete and return the certification statement on the following page. **This is an annual requirement for every year in which you receive payments to reimburse costs for this project.**

3. If your agency receives multiple awards from the Department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 124
2300 South Dirksen Parkway
Springfield, IL 62764

Attn: Julie Brooks

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Julie Brooks at Julie.Brooks@illinois.gov or via fax at 217/785-7624. If you have any questions, please contact Julie Brooks at 217/782-5148.

Single Audit Not Required

I certify that _____ did not expend \$500,000 or more in federal awards in our fiscal year _____, and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____

Title: _____

Address: _____

Phone No. _____

_____, IL

Fax No. _____

Fiscal Year End: _____

Email address: _____